

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Independent Diplomat, Inc.	2. Registration No. 5860
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3. Name of foreign principal The Government of the Republic of Somaliland	4. Principal address of foreign principal Hargeisa, Somaliland
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee              |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group        |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
Ministry of Foreign Affairs and International Cooperation
- b) Name and title of official with whom registrant deals  
Mohamed Omar

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A  
16 Dec 2010

Name and Title  
Susanna Emmet, Managing Director

Signature



Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Independent Diplomat, Inc.

2. Registration No.  
5860

3. Name of Foreign Principal  
The Government of the Republic of Somaliland

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
ID will provide advice, assistance, and analysis of the current diplomatic situation including, for example, at the UN Security Council and African Union. This will include from time to time canvassing the views of the US Government. The services provided cover advice and support across a wide range of governments and institutions and are not limited or focused on the US Government.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Staff members will provide advice, assistance, and analysis to the Government of the Republic of Somaliland on diplomatic communications, preparation for international visits and meetings, and assistance with drafting of speeches. Please note that only a small percentage of the work covered by the contract is covered by FARA.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Staff members will solicit the views of the US Government by meeting with key officials and desk officers in the State Department to gather their views. We will inform the Government of the Republic of Somaliland of this information and, on that basis, advise the Government how best to tailor their own approach to the US Government.

Date of Exhibit B 16 December 2010	Name and Title Susanna Emmet, Managing Director	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



# Independent Diplomat

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**THIS AGREEMENT** dated 14 October 2010

**BETWEEN:**

Independent Diplomat ("ID")

and

The Government of the Republic of Somaliland ("the Client").

**WHEREAS:**

- (a) ID is an independent non-profit organisation established in order to resolve or prevent conflict by offering advice and assistance in diplomacy and foreign policy to marginalised governments and political groups. It is not connected to any government international organisation or any other body; and
- (b) In reliance upon that skill, knowledge and experience, the Client wishes to engage ID to provide services to it and ID has agreed to accept the engagement on the terms set out below.

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1. The Client has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to the Client as set out in the schedule attached hereto ("the Services").
- 2. ID shall provide the Services to the Client from 15 October 2010 ("the Commencement Date") for a fixed period of 12 months, terminating on 14 October 2011 ("the Term"), unless terminated prior thereto pursuant to the terms of this Agreement.
- 3. The Client shall pay to ID, in consideration of the Services provided by ID, a total fee of UK£7,500 ("the Fee") as a contribution to the full cost to ID of providing the Services to the Client for the Term of the Agreement. In addition, the Client shall pay all travel to and from Somaliland, accommodation in Somaliland, and related reasonable and necessary expenses in Somaliland incurred in connection with the performance of the duties in this Agreement ("the Expenses"). All travel will be economy class and accommodation will be in hotels with a maximum of 4 stars.

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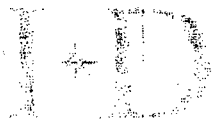
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4. ID's fee covers a maximum of 75 days of ID time during the Term of the Agreement. ID will advise the Client in advance if it is in danger of drawing on ID's services in excess of this allowance.
5. The Client agrees that ID and the Client will seek project funding from external sources to meet the full costs of the Services. The Client agrees to cooperate with ID in seeking to pursue this additional project funding, including by making representatives available (where possible) for funding presentations, and by the submission of written representations as to ID's work on behalf of the Client.
6. In the event that significant project funding does not become available to ID by 6 months after the Commencement Date, ID and the Client agree to review immediately the terms of this Agreement and the continuation of work under this Agreement shall be at ID's discretion.
7. ID shall:
  - a. Within 14 days of the signing of this Agreement, submit an invoice for 50% of the Fee.
  - b. Within 14 days of six months after the Commencement Date, submit an invoice for the remaining 50% of the Fee along with Expenses incurred during the first half of the Term.
  - c. Within 14 days of the end of the Term of the Agreement submit an invoice for any remaining expenses incurred during the second six months of the Term.
8. During the period of this Agreement, ID may accept and perform engagements for other clients, which to not impinge upon its ability to provide the Services.
9. ID warrants and represents to the Client that it is an independent contractor and as such bears sole responsibility for the payment of any form of tax levied by the government body of the United Kingdom which may be found due from it in relation to any payments or arrangements made under this Agreement. Any other taxes incurred in relation to payments or arrangements made under this Agreement shall be solely for the account of the Client.
10. The Client shall notify ID of the individual(s) within the Client to whom ID shall report and/or be the contact(s) for ID with the Client. The identities of such persons may vary during the course of the Term subject to notice being provided by the Client.
11. ID shall not nor shall any of its employees, agents or sub-contractors disclose, use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of the Client or any other information relating to the financial or other affairs of the Client, except as required by the Client in connection with ID's performance of the Agreement or as required by law. This is subject, however, to

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ID's right to publicise its work, including the existence of this Agreement, which ID may only do without revealing any confidential information.

12. The Client may by written notice terminate this Agreement at any time by 7 working days' written notice to ID if:

- a. ID shall have been in breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by ID within 7 days of receipt by ID of a written notice from the Client specifying the breach and requiring its remedy.
- b. ID shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the Client to do so.
- c. ID shall have conducted itself in any manner which, in the opinion of the Client has brought or is likely to bring either the Client into disrepute or has or is likely to impair ID's ability to provide any of the Services to the Client or to do so in any manner or at any time which the Client shall reasonably have required of them.

13. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, their servants, agents, employees or contractors arising out of ID's performance of this Agreement.

14. The Client shall be solely responsible for the costs, expenses and fees of any third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services.

15. ID may terminate this Agreement by 7 days notice in writing to the Client if:

- a. the Client or those for whom it is responsible acts as an aggressor in armed conflict, engages in systematic human rights abuses or otherwise acts in serious contravention of international law.
- b. the Client or those for whom it is responsible seeks by any means whatsoever to compromise or undermine the status of ID as a politically neutral independent facilitator.
- c. ID determines in its sole discretion that its continued representation of the Client may in any way compromise or undermine ID's status as a politically neutral independent facilitator; or any substantial breach by the Client of the terms of this Agreement.
- d. the invoices referenced in paragraph 7 remain unpaid for a period exceeding 60 days.

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16. This Agreement contains the entire agreement of the parties. No amendment, change or modification of this Agreement shall be valid unless executed in writing and signed by the parties hereto.
17. This Agreement shall be governed by and interpreted in accordance with the laws of England and all disputes and differences arising under or in connection with this Agreement shall be referred to arbitration on the written request of one party served on the other. The arbitration shall be conducted in English and finally settled in London under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The cost of arbitration will be borne in such proportions as the arbitrators decide. Judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
18. Any notice to be given under this Agreement shall be in writing and will be deemed to be sufficiently served by one party on the other if it is either delivered personally or is sent by facsimile or is sent by email and addressed to the party to whom it is to be given.

IN WITNESS whereof this Agreement has been executed on the day first before written by the undersigned persons who are duly authorised by the respective party.

For the Client

By Mohamed Omar

Title: Minister of Foreign Affairs & International Cooperation

The Government of the Republic of Somaliland

Signed [Signature]

Date: 16 October 2010

For Independent Diplomat

By Came Ross

Title: Executive Director

Signed Came Ross

Date: 14 OCTOBER 2010

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## SERVICES

1. Independent Diplomat (ID) will provide information on and analysis of Somaliland's diplomatic situation, for example, at the United Nations Security Council, African Union, Somalia Contact Group, Intergovernmental Authority on Development, and European Union, and advice on diplomatic strategy to achieve the goals of the Client.
2. ID will additionally offer assistance with diplomatic tools and techniques, including the preparation of major diplomatic communications (letters to the UN Security Council, for instance), preparation for international visits and diplomatic meetings, and assistance with the drafting of speeches.
3. Advice will be provided and support offered both proactively by ID and in response to specific requests from the Client.
4. The Client agrees to provide security and transport during ID visits to Somaliland.

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